

EMILY S. CORDA

IBLA 78-120

Decided May 4, 1978

Appeal from decision of the New Mexico State Office, Bureau of Land Management, rejecting an oil and gas lease simultaneous drawing entry card for lease NM-31589.

Reversed.

1. Oil and Gas Leases: Applications: Attorneys-in-Fact or Agents

It is improper for the Bureau of Land Management to reject an oil and gas lease simultaneous drawing entry card solely because a filing service completed the card, including parcel number and date, after the offeror had signed it. This is not an action by an agent or attorney-in-fact requiring compliance with 43 CFR 3102.6-1.

APPEARANCES: Bernard Sarisohn, Esq., of Sarisohn, Sarisohn, Carner, Thurman, Steindler & LeBow, Commack, New York, for appellant.

OPINION BY ADMINISTRATIVE JUDGE THOMPSON

Emily S. Corda appeals from the November 14, 1977, decision of the New Mexico State Office, Bureau of Land Management (BLM), rejecting her drawing entry card drawn with first priority for oil and gas lease NM-31589 in the September 8, 1977, simultaneous drawing. Initially, the State Office had requested additional information from appellant regarding the formulation of her offer. Appellant provided the following information: the address on her card was that of American Standard Oil and Gas Leasing Service, Inc.; the parcel was selected by American Standard; the card was

signed by appellant before the offer was formulated; and the card was dated by American Standard after appellant had signed it. Appellant also submitted a copy of the service agreement between herself and American Standard.

The State Office determined that appellant gave American Standard the discretionary authority to formulate and file oil and gas lease offers on her behalf. The State Office concluded that this established an agency relationship within the meaning of 43 CFR 3102.6-1. This regulation requires certain statements to be filed with an oil and gas lease offer if the offer is signed on behalf of the offeror by an attorney-in-fact or agent. The State Office rejected appellant's card because these statements were not filed with her offer.

In her Statement of Reasons, appellant makes three arguments. First, appellant argues that the language and legislative history of 43 CFR 3102.6-1 clearly show that the agency statements are only required where the agent actually signs the offer for the offeror. If the agent formulates the offer but the offeror signs it, 43 CFR 3102.6-1 would not apply, regardless of the sequence of events. Second, appellant argues that if the BLM interpretation is upheld, it cannot be retroactively applied to appellant. Last, appellant asserts she has complied with all statutory and regulatory requirements imposed on oil and gas lease offerors and that therefore she should be issued the lease.

[1] Appellant has correctly interpreted the meaning of 43 CFR 3102.6-1. The regulation clearly states, "if the offer is signed by such attorney [-in-fact] or agent on behalf of the offeror." As appellant points out, the provision regarding agency in the formulation of the offer was eliminated in 1964.

It is undisputed that appellant signed the card herself. We have held several times that a drawing entry card should not be rejected solely because a filing service completed the card, including the parcel number and date, after the offeror had signed it. Kenneth Ross, 34 IBLA 61 (1978); Adam F. Zbilski, 34 IBLA 4 (1978); Virginia A. Rapozo, 33 IBLA 344 (1978). An agency established only for the formulation and dating of offers, where the offer is actually signed by the offeror, does not require compliance with 43 CFR 3102.6-1. All else being regular, appellant should be issued oil and gas lease NM-31589.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is reversed.

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Joan B. Thompson  
Administrative Judge

We concur:

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Douglas E. Henriques  
Administrative Judge

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Martin Ritvo  
Administrative Judge

